

DURHAM



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CITY OF MEDICINE

Term Contract for Hydrofluosilicic Acid

Bid No. 3-145-13

**City of Durham
Finance Department
Purchasing Division**



CITY OF DURHAM

Finance Department

101 CITY HALL PLAZA, ANNEX BLDG. | DURHAM, NC 27701

919.560.4132 | F 919.560.4325

www.durhamnc.gov

Notice to Prospective Bidders

Term Contract for Hydrofluosilicic Acid

Bid No. 3-145-13

The City of Durham Purchasing Division will hold a prebid conference on Tuesday the **9th of April, 2013 at 10:30 a.m.**, in the Finance Department Conference Room, 1st Floor, 101 City Hall Plaza (Annex), Durham, North Carolina.

All Sales representatives are cordially invited to attend. Enclosed for your convenience is a copy of the Bid Proposal and Specifications. Any questions may be referred to Chris Bernat, Purchasing Agent, at 919-560-4132 ext. 18224, or by email at chris.bernat@durhamnc.gov.

Instructions to Bidders

1. This bid includes the following:
 - Instructions to Bidders
 - Equal Employment Opportunity Requirement
 - Special Conditions (When required)
 - Specifications (When necessary)
 - Bid Proposal Form
 - Contract Form (When required)
 - Small Disadvantaged Business Enterprise (SDBE) Forms (When applicable)
2. Bids will be opened at the time and place shown on the enclosed Bid Proposal Form. Late bids will not be considered.
3. Bids will be examined promptly after opening and an award made at the earliest possible date. No bids may be withdrawn, however, until 90 days after bid opening date.
4. Submit bids only on the bid proposal form(s) provided herein.
5. The City Council normally takes official action on bids within 3 or 4 weeks after the bid opening date. The council meets officially at 7:00 p.m., the first and third Monday nights of each month in the City Council Chambers of City Hall.
6. **AWARD OF BID:** Bids shall be awarded to the lowest responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
7. Each bid must be submitted in a sealed envelope, showing the bid title, date and time of opening on the front of the envelope.
8. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
9. **TAXES:** Do not include taxes in bid figures. Successful bidders should add sales tax to their invoice when billing the City. The City is exempt from Federal excise tax and will issue a Federal exemption certificate.
10. **INFORMATION:** Questions concerning bid requirements or specifications should be directed to the City Purchasing Division, Durham, NC. Telephone 919-560-4132. All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. **Verbal information obtained otherwise will not be considered in awarding of bids.** No changes to specifications will be permitted within ten days prior to the bid opening.

Instructions to Bidders

11. The Equal Employment Opportunity Statement which appears herein is a condition of the contract. The contract must be signed by the successful bidder and the City; and the successful bidder must comply with the equal employment opportunity condition.
12. It is the City's policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend bid openings.
13. **ALTERNATE BIDS:** Do not submit alternate bids unless called for on the bid proposal form. When alternate bids are requested the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications.
14. In the event of a tie bid, and all terms, deliveries, etc. are the same; a drawing certified by the City Clerk will choose the successful bidder. Preference to a bidder will be given only in the event one of the tie bids is that of a local vendor.
15. The General Statutes of the State of North Carolina, the Charter of the City of Durham, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
16. The City reserves the right to reject any or all proposals. It further reserves the right to waive formalities and technicalities in so far as it is authorized to do so where it deems it advisable in protection of the best interest of the City.
17. Questions concerning Small Disadvantaged Business Enterprise (SDBE) requirements (when applicable) should be directed to the City's Equal Opportunity/Equity Assurance Department, telephone (919) 560-4180.
18. The City of Durham encourages participation from Minority (MBE), Women (WBE), and Disadvantaged (DBE) business suppliers.
19. All contractors receiving awards must be compliant to the City of Durham procedures, which include obtaining a City of Durham Privilege License. To obtain a Privilege License, call (919) 560-4700 or visit the following web site:
http://www.durhamnc.gov/departments/finance/business_license.cfm
20. Assistance in completing bid forms is available by contacting the City Purchasing Office, at telephone (919) 560-4132 ext 18224.

Lynette McRae
Purchasing Supervisor

Chris Bernat
Purchasing Agent

Raushan Gross
Purchasing Agent

Instructions to Bidders

21. **MALING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: It is the **responsibility** of the bidder to have the bid in this office by the specified time and date of opening. Our office does not take responsibility for any bids not delivered to the Purchasing Division.

<u>DELIVERED BY US POSTAL SERVICE</u> <u>(REGULAR/STANDARD MAIL ONLY)</u>	<u>DELIVERED BY ANY OTHER MEANS/SPECIAL</u> <u>DELIVERY/OVERNIGHT (BY ANY OTHER CARRIER)</u>
BID NO. _____ CITY OF DURHAM FINANCE DEPARTMENT PURCHASING DIVISION 101 CITY HALL PLAZA DURHAM, NORTH CAROLINA 27701	BID NO. _____ CITY OF DURHAM FINANCE DEPARTMENT PURCHASING DIVISION 101 CITY HALL PLAZA (ANNEX), 1ST FLOOR DURHAM, NORTH CAROLINA 27701

*******SPECIAL NOTE – PLEASE READ*******

The US Postal Service DOES NOT deliver any mail (US Postal Express Mail, Certified, Priority, Overnight, etc.) to our physical address of 101 City Hall Plaza (Annex).

THANK YOU FOR YOUR INTEREST IN THE CITY OF DURHAM

BID PROPOSAL FORM

(Use this form only)

March 25, 2013

Bid No. 3-145-13

The CITY OF DURHAM invites your bid for a **Term Contract for Hydrofluosilicic Acid** to be opened at **2:00 p.m., Wednesday, April 24, 2013**, in the Finance Department, Purchasing Division, 1st Floor, 101 City Hall Plaza (Annex), Durham, North Carolina 27701.

Use this form only, for submitting bids. In submitting your proposal, keep in mind any alternations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be bid in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The City reserves the right to reject any or all proposals.

.....
If the City of Durham issues to the bidder a Purchase Order that refers to the Bid Number shown on this bid, the bidder shall provide the quantities of goods required by the City during the period shown in the "Delivery" box on the Purchase Order (which period begins on the Order Date shown on the Purchase Order) unless that period is changed as provided in the bid documents. The bidder will not be obligated to fulfill a Purchase Order for a quantity that is not in accordance with the quantity limitations, if any, in the bid documents. The bid documents include all conditions, specifications, and terms on file in the City's Purchasing Division under that Bid Number.

Return the following: Bid Proposal Form(s), Bid Deposit (if required), Documentation (if required), SDBE data forms, and Warranty (if applicable) to: (*see mailing instructions – under Instructions to Bidders No. 21*).

Complete all three boxes. Failure to give specific information may nullify bid.

Payment Terms _____	Delivery to be _____ days after receipt of order.	Method of Delivery: ___ Truck ___ Rail ___ Other (specify) _____	Deliveries to be F.O.B. DESTINATION
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Durham in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date _____

The following are enclosed: (check all applicable)

- _____

___ Brochures
___ Warranty

OFFICIAL LEGAL NAME OF BIDDER

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

(____) (____)
TELEPHONE NO FAX NO.

FEDERAL I.D. NUMBER

EMAIL/WEB SITE ADDRESS

BID PROPOSAL FORM

(Use this form only)

Price must be **firm** for the duration of the contract period that is awarded. **Contract start date will be on or after July 1, 2013.**

<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Base Bid – 12 months firm delivered truck price per ton:		
400 tons Hydrofluosilicic Acid – 23%	\$ _____/ton	\$ _____
Bid price shall be based on a minimum 23% basis		

Alternate A – 6 months firm delivered truck price per ton:		
200 tons Hydrofluosilicic Acid – 23%	\$ _____/ton	\$ _____
Bid price shall be based on a minimum 23% basis		

Alternate B – 24 months firm delivered truck price per ton:		
800 tons Hydrofluosilicic Acid – 23%	\$ _____/ton	\$ _____
Bid price shall be based on a minimum 23% basis		

Manufacturer _____

Location - Shipping From _____

Name of Delivery Firm _____

Time of Delivery _____

Minimum Shipment _____

Ability to Drop Ship to Two Locations ____ Yes ____ No

SPECIFICATIONS

HYDROFLUOSILICIC ACID

INTENT OF SPECIFICATIONS

1. Hydrofluosilicic Acid will meet current ANSI/NSF 60 Drinking Water Treatment Chemicals-Health Standards for drinking water additives and also comply with guidelines in ANSI/AWWA Standard B703-06.
2. The Hydrofluosilicic Acid supplied shall be clean and free of visible suspended matter. The Hydrofluosilicic Acid will be clear to straw yellow in color. Straw yellow shall be determined as a material with a maximum of 100 units in accordance with Standard Method 2120B, visual comparison method.
3. The Hydrofluosilicic Acid supplied shall contain no minerals or organic substance in quantities that would be capable of producing deleterious or injurious effects on those consuming water that has been properly treated with Hydrofluosilicic Acid.
4. Hydrofluosilicic Acid supplied will be a minimum of 23% to a maximum of 30% (Actual percentage will be furnished at the time of delivery).
The product as delivered will have a maximum of 1% as Hydrofluoric Acid.
5. Product Pricing: Bid price shall be based on a minimum 23% basis as Hydrofluosilicic Acid.
6. Deliveries: Form of shipment shall be by tank truck of approximately 4,000-5,000 gallons. Tank trucks making deliveries shall be equipped with suitable unloading devices, pump or air compressor, and sufficient length of discharge hose to transfer the chemical from the truck to the City's storage tanks. Discharge hose should have a 2 inch male non-metallic cam-lock to attach to the city facilities. No metal fittings should be utilized. Trucks used to deliver Hydrofluosilicic Acid shall be used only to haul Hydrofluosilicic products.
7. Affidavit of Compliance: In addition the affidavit of compliance which is included at the end of the bid form and is applicable to all chemical products included in any supplier's bid, the supplier shall provide with each shipment a certificate of analysis to prove that the shipment falls within the parameters listed above.

SPECIAL CONDITIONS

1. After the contract is awarded to the lowest responsible bidder, but before any deliveries are made, the vendor will supply the City with a list of driver names delivering chemicals to City facilities. The list will include driver CDL numbers along with a picture of the driver. Before deliveries to City facilities are received by facility staff, staff must be in receipt of a fax from the vendor showing the delivery driver's name along with their CDL number and picture. The delivery driver's picture on the CDL is acceptable. Delivery driver identification will be verified by City staff before drivers are allowed to enter facility grounds. If a fax has not been received, or the delivery driver is different from the faxed information, the shipment will not be received until verification or authenticity can be established by facility staff.

All chemical shipments will leave the chemical vendor's facility with a seal. The seal will only be broken or removed in the presence of plant staff at City facilities before unloading. If the seal is broken or tampered with before delivery, or without plant staff present, the chemical shipment will be refused.

These delivery practices are required for security reasons. Failure to follow these practices could result in the police being summoned to City facilities or forfeiture of vendor's contract to supply the City with chemicals.

Fax numbers: Williams WTP - 919-560-4474
 Brown WTP - 919-479-0856

Drivers shall not make connections nor initiate offloading procedures until authorized to do so by an employee of the City. Drivers will be required to wear protective clothing and equipment in accordance with OSHA rules during unloading of the product. Driver will monitor unloading to insure that delivery is discontinued if a problem during unloading develops.

The supplier shall be responsible for cleanup of any spills resulting from the delivery or occurring during unloading of the product.

2. Please be sure to read and complete the Small Disadvantaged Business Enterprise Plan (SDBE) forms supplied with this bid. They must be completed and returned with the bid proposal. Any bid submitted without these completed forms will be deemed as "non-responsive". Questions related to completing the SDBE forms should be directed to the City of Durham, Equal Opportunity/Equity Assurance Department telephone 919/560-4180.
3. The product furnished throughout the period of this contract shall be in compliance with any and all requirements established or set forth by the North Carolina Office of Water and Air Resources, EPA, OSHA, or any other body that legally or otherwise has authority to establish requirements for such products. **You must provide material specifications documentation and Material Safety Data Sheets with bid proposal.**

SPECIAL CONDITIONS

4. The responsibilities under this (proposed) contract is that the City of Durham is obligated during the period stipulated to purchase all of its “normal requirements” of the products and/or services indicated in this bid document from the contractor. The contractor is obligated to supply the quantities and/or services that the City of Durham requires for its operations. ***Requirements stated herein are approximate; but, are for the entire normal requirements, whether more or less. Requirements stated are not guaranteed.***
5. When bidding an item as an approved equal, it will be necessary to provide the City with a sample for evaluation purposes.
6. The City will place orders on an “as needed” basis striving for minimum tank truck shipments, which may require drop shipments between two facilities on occasion. Please indicate on the Bid Proposal if one tank truck load may be dropped to two locations.
7. It is recommended that all suppliers become familiar with City unloading facilities before bidding. The City will provide one person to assist the truck driver with unloading.
8. In the event of a default by the successful bidder to supply the product within seven (7) working days, the City reserves the right to procure these materials from other sources on an order by order basis and hold the successful bidder responsible and liable for the difference in cost incurred.
9. Deliveries shall be made between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, to either one or both of the following locations as specified by the City upon request:

City of Durham
Williams WTP
1405 Hillandale Road
Durham, North Carolina 27705
Telephone: 919-560-4348
Attn: Bobby Whisnant

City of Durham
Brown WTP
1615 Infinity Road
Durham, North Carolina
Telephone: 919-560-4362
Attn: Tom Harden

10. If there are questions regarding the bid proposal forms, please contact Chris Bernat, Purchasing Agent, at 919-560-4132 ext 18224, or by e-mail at chris.bernat@durhamnc.gov.
11. The contract period will begin upon notification in writing to the successful bidder. Prices are to be firm for the duration of the contract.
12. The City shall reserve the right to cancel the contract upon 60 days written notice.
13. The City shall reserve the right to extend the contract for an additional period up to twelve (12) months upon agreement of both parties. And add additional locations for future delivery.

SPECIAL CONDITIONS

14. **INSURANCE**: The contractor(s) to whom the award is made must carry insurance in the following minimum amounts:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence, with an annual aggregate on not less than \$2,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the AL section of the certificate, in lieu of an original endorsement)

Workers' Compensation Insurance, covering:

- Statutory benefits;
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)
- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage

SPECIAL CONDITIONS

- Certificates shall be addressed to:
City of Durham, North Carolina
Attention: Purchasing Department
101 City Hall Plaza (Annex)
Durham, NC 27701
 - The insurance certificate and the additional insured endorsement must be originals.
 - If delivery is made via an independent commercial carrier, it will be the contractor's responsibility to insure that the carrier has the minimum insurance limits as stated above.
 - Upon award of contract, the contractor(s) must provide an appropriate insurance certificate with the contract documents. Also, the insurer must notify the City thirty (30) days prior to any change in coverage.
15. **COST ADJUSTMENTS:** The cost for all items as quoted herein shall remain firm for the contract period specified/awarded. Costs for subsequent periods and any extension term periods shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed and the City will rebid the contract.

Any contract extension is subject to the continuation of usage and the appropriation of funds.

EEO PROVISIONS

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
- e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

NON-DISCRIMINATION PROVISION

"The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts."



CITY OF DURHAM

SMALL DISADVANTAGED BUSINESS ENTERPRISE

PROCUREMENT FORMS



Equal Opportunity/ Equity Assurance Department

Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701

Street Address:

302 E. Pettigrew Street
Suite C-180
Durham, North Carolina 27701

Phone: (919) 560-4180

Facsimile: (919) 560-4513

SMALL DISADVANTAGED BUSINESS ENTERPRISE ORDINANCE ENTERPRISE ORDINANCE PROCUREMENT DOCUMENTATION

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of contractors/vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

MANAGERIAL PROFILE

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL OPPORTUNITY STATEMENT

(You may submit your organization's EEO policy in lieu of this sheet)

Complete this page

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

MALES

FEMALES

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (*See instructions for this form on whether this part is required.*)

MALES

FEMALES

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form

SECTION D CERTIFICATIONS AND REFERENCES

Affidavit of Compliance

D.1 STATEMENT OF ENVIRONMENTAL LAW COMPLIANCE

It is the intention of Durham to contract with manufacturers, agents, and distributors with a proven record of responsibility and concern for our natural environment in North Carolina and elsewhere.

If, within the past ten years, your company has been found in violation of laws intended to safeguard the natural environment or regulations prescribing specific steps regarding the manufacturing, handling, and transportation of certain chemicals, give date, location, and a brief explanation here. Past violations will not necessarily disqualify a bidder. If your company has not been found in violation, so state.

I hereby certify that this is a complete and accurate representation of this company's compliance with environmental laws and regulations.

BY (signed): _____ DATE _____

PRINTED NAME AND TITLE: _____

COMPANY _____

ADDRESS _____

D.2 REFERENCES Provide at least two references of companies or agencies to which you have supplied the same or similar chemicals within the past five years.

D.2.1 Company _____

Address _____

Point of Contact _____ Phone _____

Contract or PO reference number _____

Inclusive Dates _____

Water and Wastewater Treatment Chemicals

City of Durham, N.C.

Bidder's Name _____

D.2.2 Company _____

Address _____

Point of Contact _____ Phone _____

Contract or PO reference number _____

Inclusive Dates _____

D.2.3 Company _____

Address _____

Point of Contact _____ Phone _____

Contract or PO reference number _____

Inclusive Dates _____

PURCHASE CONTRACT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

DRAFT COPY DO NOT COMPLETE

THIS CONTRACT, made and entered into this 4th day of June, 2013, for a **Term Contract for Hydrofluosilicic Acid** between the **City of Durham**, a N.C. municipal corporation ("City") and the ("Seller"), whose principal office and place of business is at the following address .

If seller is a corporation or limited partnership, Seller is organized under the laws of the State of _____.

IT IS AGREED:

1. Seller, in consideration of the sums to be paid as provided in the attachments and in accordance with section 3 below, agrees to sell and to deliver to the City, at the times, in the quantities and quality, at the prices, and to the places, the goods described in the following attachments that are made a part of this contract:

_____ Advertisement	_____ Instructions to Bidders	_____ General Conditions
_____ Proposal	_____ Specifications	_____ Special Conditions
_____ Performance Bond	_____ Sections 6, 7, and 8 on the reverse hereof	
_____ EEO Provisions	_____ Non-Discrimination Provision	

2. This contract is known as Bid No. 3-145-13 in the files of the City's Purchasing Division.
3. This is a requirements contract to provide the quantities of goods required by the City from **July 15, 2013** to **July 14, 2014** ("Initial Period"), unless that period is changed as provided in this contract. The estimated sum to be paid by the City under this contract for the Initial Period is \$.

WHEREFORE, City has caused this contract to be executed under authority of its City Council, and Seller (if corporate) has executed this contract under seal by authority of its board of directors; if not corporate, the Seller has executed this contract under seal pursuant to proper authority.

ATTEST:

CITY OF DURHAM

.....

IF SELLER IS NOT A CORPORATION

Notary Public

Type or print name of Seller

(See instruction 3(b) on reverse.) Affix notarial seal.

by: _____ (Seal)

My commission expires:

Signature

.....

IF SELLER IS A CORPORATION

ATTEST:

Corporate Secretary

Type or print the correct name of corporation

(Affix Corporate seal)

by:

President or Vice President

Instructions for Completing Contract Documents

1. This contract must be executed in duplicate originals and returned within 30 days to the City's Purchasing Department for execution by the City. One original will be returned to your firm and the other will be filed with the City Clerk.
2. If the Seller is a corporation...
 - (a) An original corporate seal must be affixed.
 - (b) The correct corporate name must be used. If a division of the corporation is involved, the corporation itself should execute the contract.
 - (c) This signature must be that of one of the following: (1) the President, (2) Vice President, or (3) a person authorized by the board of directors to execute contracts in general or this particular contract.
 - (d) If someone other than the President or Vice President signs, then you must attach a copy of the resolution of the board of directors authorizing the other person to sign the contract. That copy must be certified by a corporate secretary, with the corporation's seal impressed on it. A document in the following form will comply with these requirements, although other forms may also be acceptable:

Resolution Authorizing Execution of Contracts

RESOLVED, that [insert name of person authorized to sign] shall have authority to enter into contracts with, and to execute performance bonds for the benefit of, the City of Durham, N.C., in the name of and on behalf of [insert corporation's name] related to City of Durham Bid No. [insert bid number].

I, a Secretary or Assistant Secretary of the corporation whose name is indicated hereinabove, certify that the foregoing is a true copy of a resolution of duly adopted by the Board of Directors of said corporation, and that said resolution is still in effect.

This the _____ day of _____, 20____.
(Affix corporate seal)

Secretary or Assistant Secretary

3. If the Seller is not a corporation...
 - (a) The individual owner or partner must sign.
 - (b) The notary public's signature will be understood to mean that the notary certifies that the person whose signature is to the right of the notary's signature appeared before the notary and acknowledge the execution of the contract.
4. WHEN A PERFORMANCE BOND IS REQUIRED - (a) The principal amount is the full amount of the contract. (b) The form provided by the City must be executed by a corporate surety **authorized to do business in North Carolina**. The N.C. resident agent's name and address and the surety's address must be shown. (c) The Power of Attorney for the surety's Attorney in Fact must be attached to the bond. The surety's corporate secretary must indicate that the Power of Attorney is still in effect. The surety's corporate seal must be actually impressed on the Power of Attorney. (d) The Attorney in Fact's signature must be notarized. Contact the Purchasing Department if you need a notarization form. (e) the seller must execute the bond, using instructions 2 and 3 above as to how to do so.
5. Don't alter the documents without first obtaining authorization from the City's Purchasing Department.
6. Warranties and Indemnification. In addition to other warranties made in this transaction, Seller represents and warrants that all of the products furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this contract. Without reducing City's rights under this section, Seller, in case of an actual or threatened claim, may at Seller's option and expense procure for City the right to continue using the products furnished under this contract. (The preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)
7. The individuals executing this contract warrant that they have authority to execute this contract on behalf of the Seller.
8. This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.